

DEPARTMENT OF DESIGN AND CONSTRUCTION  
CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET, 11<sup>TH</sup> FLOOR  
HONOLULU, HAWAII 96813  
Phone: (808) 768-8480 • Fax: (808) 768-4567  
Web site: [www.honolulu.gov](http://www.honolulu.gov)



KIRK CALDWELL  
MAYOR

ROBERT J. KRONING, P.E.  
DIRECTOR

MARK YONAMINE, P.E.  
DEPUTY DIRECTOR

LA 15-335.KA

June 30, 2015

The Honorable Ernest Y. Martin  
Chair and Presiding Officer  
and Members  
Honolulu City Council  
530 South King Street, Room 202  
Honolulu, Hawaii 96813

Dear Chair Martin and Councilmembers:

SUBJECT: Kapolei Waterpark Sewerline

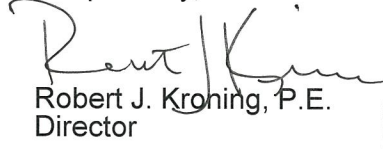
We request your consideration of the ensuing dedication documents conveying sewer easements for public use in Kapolei. All improvements have been constructed, completed and certified as meeting City requirements.

Ordinance 10-20 does not affect easements, therefore, we recommend that the Grant of Easement documents be approved and accepted by the Council of the City and County of Honolulu, effective as of the date of recordation at the Bureau of Conveyances. We also recommend that the Mayor be authorized to execute the grants on behalf of the City and County of Honolulu. Also, accompanying this letter is a map showing the easements to be dedicated and copies of the grant documents.

- (1) Grant of Sewer Easement 8261;
- (2) Grant of Sewer Easement 8262.

Upon completion, please forward the documents to the Department of Design and Construction, Land Division, for further processing.

Respectfully,

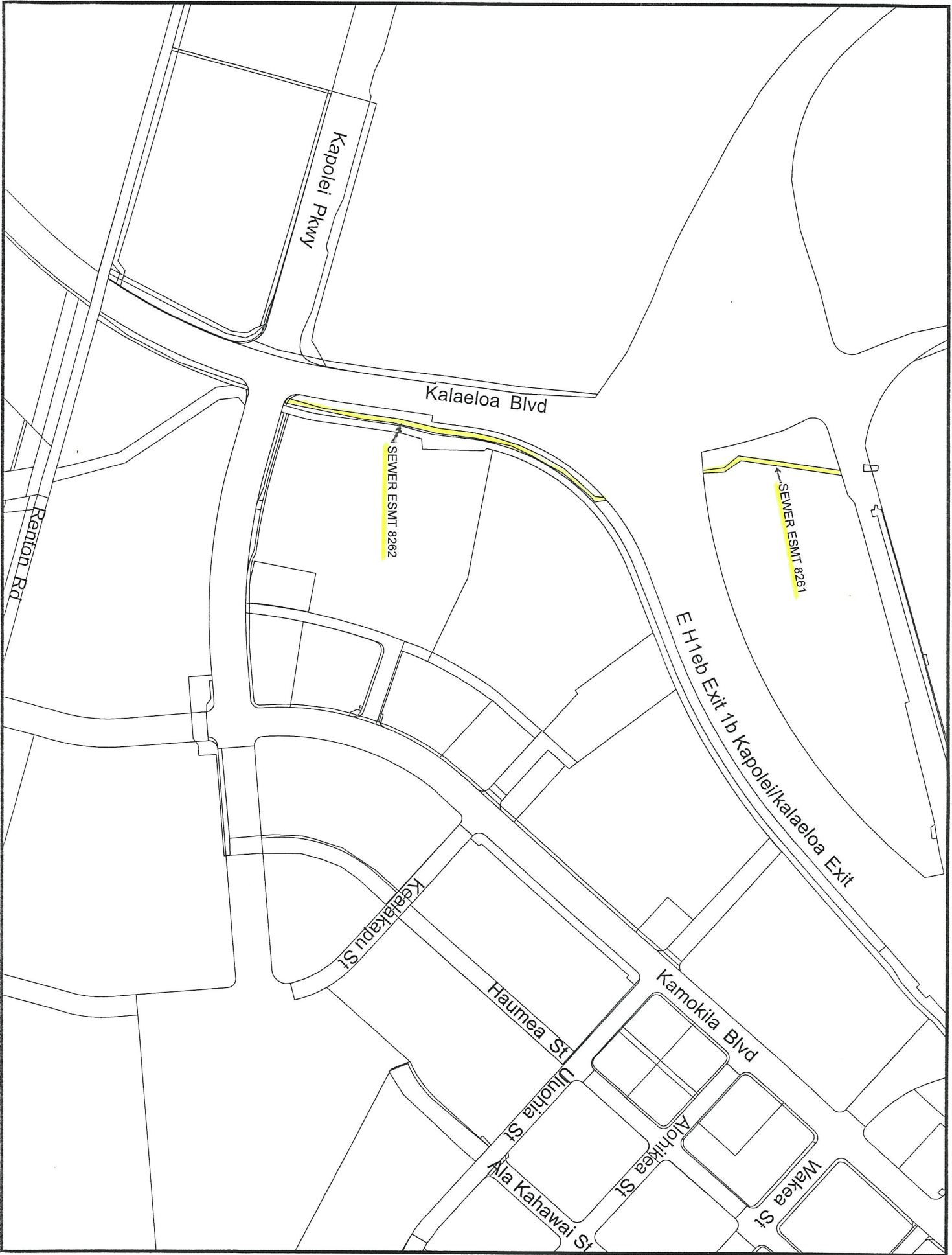
  
Robert J. Kroning, P.E.  
Director

Enclosures (17)

APPROVED:

  
Roy K. Amemiya, Jr.  
Managing Director

RECEIVED  
CITY CLERK  
C & C OF HONOLULU  
2015 JUL -2 PM 3:03



LAND COURT

REGULAR SYSTEM

Return By Mail ☐ Pick-Up ☒ To:

City and County of Honolulu  
Division of Land Survey & Acquisition  
Phone 768-8724

TITLE OF DOCUMENT:

**GRANT OF SEWER EASEMENT**

*Easement No. E02203700*

PARTIES TO DOCUMENT:

**GRANTOR:** **KAPOLEI PROPERTIES LLC**, a Hawaii limited liability company

**GRANTEE:** **CITY AND COUNTY OF HONOLULU**, a municipal corporation of the  
State of Hawaii  
Honolulu Hale, Honolulu, Hawaii 96813

**TAX MAP KEY(S):** (Oahu) 9-2-043-001: CPR Nos. 0001 through 0009  
**See Exhibit 1 for List of Transfer Certificate(s) of Title**

(This document consists of 9 pages.)

## GRANT OF SEWER EASEMENT

### KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made as of June 5, 2014, by and between **KAPOLEI PROPERTIES LLC**, a Hawaii limited liability company, whose address is the James Campbell Building, Suite 250, Kapolei, Hawaii 96707, hereinafter called the "**Grantor**", and the **CITY AND COUNTY OF HONOLULU**, a municipal corporation of the State of Hawaii, whose principal place of business and post office address is Honolulu Hale, Honolulu, Hawaii 96813, hereinafter called the "**Grantee**";

### WITNESSETH:

That pursuant to Grantor's reserved rights set forth in that certain Limited Warranty Deed With Use Restrictions, Covenants and Reservation of Rights dated September 22, 2006, by and between Kapolei Property Development LLC, as grantor, and LA-Kapolei III, LLC, as grantee, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3486020 and noted on the **Transfer Certificate(s) of Title Listed on Exhibit 1** attached hereto and incorporated herein by this reference, and in consideration of the sum of ONE DOLLAR (\$1.00), to it paid by the Grantee, the receipt of which is hereby acknowledged, and of the covenants of the Grantor and Grantee as hereinafter contained, Grantor does hereby grant, bargain, sell and convey unto the Grantee, its successors or permitted assigns forever, a perpetual nonexclusive easement to construct, reconstruct, install, maintain, operate, repair and remove an underground sewer pipeline or pipelines, with manholes and other appurtenant equipment, as part of a sewer system, through, under and across the hereinafter described parcel(s) of land, hereinafter referred to as the "**easement area**";

**TOGETHER** with the right of ingress to and egress from said easement area over the land of the Grantor, adjacent thereto, for all purposes in connection with this grant of easement, and together also with the right to construct, reconstruct, install, maintain, operate, repair and remove from said easement area, such sewer pipeline or pipelines, manholes and other equipment as the Grantee shall deem necessary or expedient for the proper maintenance, operation, or repair of said sewer system.

The parties hereto do further mutually covenant and agree as follows:

1. The Grantor shall not at any time during the term of this indenture erect or place any building foundation of any kind below the surface of the easement area or at any time erect or place any building or structure of any kind, other than fences, roads, walks, curbs or appurtenances thereof, or stockpile any material above or on the surface of the easement area. Provided, however, that this provision shall not prohibit the Grantor from planting or maintaining grass, shrubs and ground cover within said easement area, or after receiving approval from the Director of the Department of Environmental Services, from laying, maintaining, operating, repairing or removing its own water or sewer pipelines, conduits or drains which may cross said easement area insofar as such uses do not interfere with the exercise by the Grantee of the rights herein granted. The width of all sewer easements shall be as specified in "Design Standards of the Department of Wastewater Management Volume 1 July 1993".

2. In the event it is necessary or convenient for the Grantee to destroy, remove or alter any existing fences, roads, walks, curbs or appurtenances thereof within the easement area in order to construct, reconstruct, install, maintain, operate, repair or remove its sewer system or any appurtenant equipment therein, the Grantee, except as otherwise herein provided, shall not be liable for the replacement or restoration of the same; it being the intention of the parties hereto that any loss sustained by reason thereof shall fall upon the Grantor.

3. After the completion of any construction, reconstruction, maintenance, operation, repair or removal work by the Grantee, the Grantee shall restore the surface of the ground within the easement area to its original condition to the extent that such restoration is reasonably possible.

4. The Grantee shall not assign any right herein granted or otherwise given, except to a successor or permitted assigns, without the written consent of the Grantor.

5. Any sewer pipeline or pipelines, manholes or other appurtenant equipment constructed, reconstructed or installed within the easement area and maintained, operated and repaired by the Grantee shall be and remain the property of the Grantee.

6. In the event the Grantee shall at any time completely remove its sewer pipeline or pipelines from any parcel or parcels of land comprising the easement area and shall for a period of two (2) or more consecutive years fail to reinstall any sewer pipeline through, under or across said parcel or parcels of land, or shall for a like period cease to maintain or operate a sewer system through, under or across any parcel or parcels of land comprising the easement area, then the rights herein granted and the obligations herein imposed shall thereupon terminate, as to such parcel or parcels of land, without any action on the part of the Grantor or Grantee, save and except that nothing herein contained shall be deemed to be an abandonment of said rights and obligations insofar as they affect other parcels of land within said easement area which have not been abandoned; provided, however, that nothing herein contained shall require the Grantee to remove therefrom, upon such abandonment, any structure or equipment constructed or placed within the easement area or to do any work therein. Grantee shall, at Grantor's request, at any time after such abandonment and at Grantee's expense, prepare, execute and record an appropriate instrument evidencing such abandonment, as Grantor shall reasonably request for the purpose of clearing this grant from the Grantor's title.

7. The term "Grantor" wherever used herein shall be held to mean Kapolei Properties LLC, a Hawaii limited liability company, its successors or assigns, and that the term "Grantee" wherever used herein shall be held to mean the City and County of Honolulu and its successors or permitted assigns. This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. The parcel(s) of land herein referred to as the "easement area" are more particularly described in **Exhibit "A"** attached hereto and made a part hereof.


**TO HAVE AND TO HOLD** the same, unto the Grantee, its successors and permitted assigns, forever, for the uses and purposes aforesaid.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed on the day and year first above written.

**Grantor:**

**KAPOLEI PROPERTIES LLC**, a Hawaii limited liability company

By Aina Nui Corporation, a Hawaii corporation, its manager and member

By   
Name: **Bradford J. Myers**  
Its: **President**

By   
Name: **Stephen H. Kelly**  
Its: **Vice President, Development**


APPROVED AS TO CONTENTS

  
Department of Environmental Services

**Grantee:**

**CITY AND COUNTY OF HONOLULU**

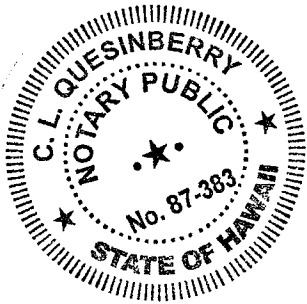
APPROVED AS TO FORM AND LEGALITY

  
Deputy Corporation Counsel  
**MARILYN C. USHIJIMA**

By \_\_\_\_\_  
Name: **KIRK CALDWELL**  
Its Mayor

STATE OF HAWAII )  
 ) ss.  
CITY AND COUNTY OF HONOLULU )

On this 5th day of June, 2014, before me personally appeared BRADFORD J. MYERS and STEPHEN H. KELLY, to me personally known/proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.



C.L. Quesinberry  
Name: C.L. QUESINBERRY  
Notary Public, State of Hawaii

My commission expires: JULY 12, 2015

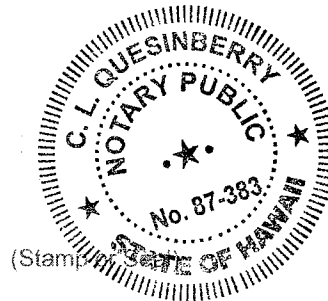
NOTARY CERTIFICATION STATEMENT

Document Identification or Description: **GRANT OF SEWER EASEMENT**  
Document Date: June 5, 2014  
No. of Pages: 6 (without exhibits)

Jurisdiction (in which notarial act is performed): First Circuit

C.L. Quesinberry JUNE 5, 2014  
Signature of Notary Date of Notarization and  
Certification Statement

C.L. QUESINBERRY  
Printed Name of Notary



(Kapolei Properties LLC)

STATE OF HAWAII )  
 ) ss.  
CITY AND COUNTY OF HONOLULU )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, to me known, who, being by me duly sworn, did say that he is the Mayor of the CITY AND COUNTY OF HONOLULU, a municipal corporation, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that the instrument was signed and sealed in behalf of said municipal corporation by authority of its Council, and said \_\_\_\_\_ acknowledged the instrument to be the free act and deed of said municipal corporation.

\_\_\_\_\_  
Notary Public  
State of Hawaii  
My commission expires: \_\_\_\_\_

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: **GRANT OF SEWER EASEMENT**  
Document Date: June \_\_\_, 2014  
No. of Pages: 6 (without exhibits)

Jurisdiction (in which notarial act is performed): First Circuit

\_\_\_\_\_  
Signature of Notary      Date of Notarization and  
   Certification Statement

(Stamp or Seal)

\_\_\_\_\_  
Printed Name of Notary



## EXHIBIT "A"

All of that certain parcel of land situate at Honouliuli, Ewa, Oahu, Hawaii, more particularly described as follows:

**EASEMENT 8261**, area 6,674 square feet, for sanitary sewer purposes, as shown on Map 1212, affecting Lot 2676, as shown on Map 281, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased;

**BEING** a portion of the land described in the **Transfer Certificate(s) of Title** listed on Exhibit 1.

**SUBJECT, HOWEVER**, to the following:

1. Abutters' rights of access acquired by the State of Hawaii, set forth in Final Order of Condemnation filed in Civil No. 43064, in the Circuit Court of the First Circuit, State of Hawaii, on July 29, 1976, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 776747.

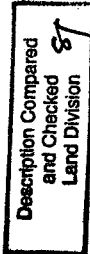
2. Restriction of access rights, as shown on Map 281, as set forth by Land Court Order No. 47860, filed August 3, 1977.

3. Amended Document Listing Conditions and Preconditions to Reclassification dated November 14, 1989, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 1684751.

4. Amended and Restated Document Listing Conditions to Reclassification dated September 11, 1995, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2260754.

5. Document Listing Conditions of Order Modifying Conditions dated September 11, 1995, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2260756.

6. Trustees Limited Warranty Deed with Covenants and Reservation of Rights (Miscellaneous Properties) dated January 2, 2002, by and between the Trustees under the Will and of the Estate of James Campbell, Deceased, as grantor and Kapolei Property Development LLC, as grantee, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2766593.



7. Unilateral Agreement and Declaration for Conditional Zoning dated November 17, 2004, made by Kapolei Property Development LLC and the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3195672.

8. Declaration of Covenants, Conditions and Restrictions; Reservation of Rights dated September 14, 2006, made by Kapolei Property Development LLC, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3482268.

9. Limited Warranty Deed with Use Restrictions, Covenants and Reservation of Rights dated September 22, 2006, by and between Kapolei Property Development LLC, as grantor, and LA-Kapolei III, LLC, as grantee, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3486020, as amended from time to time.

10. Declaration of Condominium Property Regime for "Kapolei Promenade" Condominium Project dated September 9, 2009, made by LA-Kapolei III, LLC, as declarant, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3899284, as amended or modified from time to time.

11. By-Laws of the Association of Unit Owners of the "Kapolei Promenade" Condominium Project dated September 9, 2009, made by LA-Kapolei III, LLC, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3899285, as amended or modified from time to time.

End of Exhibit A

**EXHIBIT 1**  
**LIST OF CERTIFICATES OF TITLE**

<b>Item</b>	<b>Transfer Certificate of Title No.</b>	<b>Owner:</b>
1.	1,033,212	Kapolei Retail LLC

End of Exhibit 1

LAND COURT

REGULAR SYSTEM

Return By Mail ☐ Pick-Up ☒ To:

City and County of Honolulu  
Division of Land Survey & Acquisition  
Phone 768-8724

TITLE OF DOCUMENT:

**GRANT OF SEWER EASEMENT**

*Easement No. E02203800*

PARTIES TO DOCUMENT:

**GRANTOR:** **KAPOLEI INFRASTRUCTURE LLC**, a Hawaii limited liability company

**GRANTEE:** **CITY AND COUNTY OF HONOLULU**, a municipal corporation of the  
State of Hawaii  
Honolulu Hale, Honolulu, Hawaii 96813

**TAX MAP KEY(S):** (Oahu) 9-1-118: parcels 013 & 014  
**Transfer Certificate of Title No. 1,059,775 (as to Easement "8262" only)**  
**Transfer Certificate of Title No. 1,059,776 (as to Easement "8262" only)**

(This document consists of 8 pages.)

## GRANT OF SEWER EASEMENT

### KNOW ALL MEN BY THESE PRESENTS:

**THIS INDENTURE**, made as of June 5, 2014, by and between **KAPOLEI INFRASTRUCTURE LLC**, a Hawaii limited liability company, whose address is the James Campbell Building, Suite 250, Kapolei, Hawaii 96707, hereinafter called the "**Grantor**", and the **CITY AND COUNTY OF HONOLULU**, a municipal corporation of the State of Hawaii, whose principal place of business and post office address is Honolulu Hale, Honolulu, Hawaii 96813, hereinafter called the "**Grantee**";

### WITNESSETH:

That Grantor, in consideration of the sum of ONE DOLLAR (\$1.00), to it paid by the Grantee, the receipt of which is hereby acknowledged, and of the covenants of the Grantor and Grantee as hereinafter contained, does hereby grant, bargain, sell and convey unto the Grantee, its successors or permitted assigns forever, a perpetual nonexclusive easement to construct, reconstruct, install, maintain, operate, repair and remove an underground sewer pipeline or pipelines, with manholes and other appurtenant equipment, as part of a sewer system, through, under and across the hereinafter described parcel(s) of land, hereinafter referred to as the "**easement area**";

**TOGETHER** with the right of ingress to and egress from said easement area over the land of the Grantor, adjacent thereto, for all purposes in connection with this grant of easement, and together also with the right to construct, reconstruct, install, maintain, operate, repair and remove from said easement area, such sewer pipeline or pipelines, manholes and other equipment as the Grantee shall deem necessary or expedient for the proper maintenance, operation, or repair of said sewer system.

The parties hereto do further mutually covenant and agree as follows:

1. The Grantor shall not at any time during the term of this indenture erect or place any building foundation of any kind below the surface of the easement area or at any time erect or place any building or structure of any kind, other than fences, roads, walks, curbs or appurtenances thereof, or stockpile any material above or on the surface of the easement area. Provided, however, that this provision shall not prohibit the Grantor from planting or maintaining grass, shrubs and ground cover within said easement area, or after receiving approval from the Director of the Department of Environmental Services, from laying, maintaining, operating, repairing or removing its own water or sewer pipelines, conduits or drains which may cross said easement area insofar as such uses do not interfere with the exercise by the Grantee of the rights herein granted. The width of all sewer easements shall be as specified in "Design Standards of the Department of Wastewater Management Volume 1 July 1993".

2. In the event it is necessary or convenient for the Grantee to destroy, remove or alter any existing fences, roads, walks, curbs or appurtenances thereof within the easement area in order to construct, reconstruct, install, maintain, operate, repair or remove its sewer system or any appurtenant equipment therein, the Grantee, except as otherwise herein provided, shall not be liable for the replacement or restoration of the same; it being the intention of the parties hereto that any loss sustained by reason thereof shall fall upon the Grantor.

3. After the completion of any construction, reconstruction, maintenance, operation, repair or removal work by the Grantee, the Grantee shall restore the surface of the ground within the easement area to its original condition to the extent that such restoration is reasonably possible.

4. The Grantee shall not assign any right herein granted or otherwise given, except to a successor or permitted assigns, without the written consent of the Grantor.

5. Any sewer pipeline or pipelines, manholes or other appurtenant equipment constructed, reconstructed or installed within the easement area and maintained, operated and repaired by the Grantee shall be and remain the property of the Grantee.

6. In the event the Grantee shall at any time completely remove its sewer pipeline or pipelines from any parcel or parcels of land comprising the easement area and shall for a period of two (2) or more consecutive years fail to reinstall any sewer pipeline through, under or across said parcel or parcels of land, or shall for a like period cease to maintain or operate a sewer system through, under or across any parcel or parcels of land comprising the easement area, then the rights herein granted and the obligations herein imposed shall thereupon terminate, as to such parcel or parcels of land, without any action on the part of the Grantor or Grantee, save and except that nothing herein contained shall be deemed to be an abandonment of said rights and obligations insofar as they affect other parcels of land within said easement area which have not been abandoned; provided, however, that nothing herein contained shall require the Grantee to remove therefrom, upon such abandonment, any structure or equipment constructed or placed within the easement area or to do any work therein. Grantee shall, at Grantor's request, at any time after such abandonment and at Grantee's expense, prepare, execute and record an appropriate instrument evidencing such abandonment, as Grantor shall reasonably request for the purpose of clearing this grant from the Grantor's title.

7. The term "Grantor" wherever used herein shall be held to mean Kapolei Infrastructure LLC, a Hawaii limited liability company, its successors or assigns, and that the term "Grantee" wherever used herein shall be held to mean the City and County of Honolulu and its successors or permitted assigns. This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. The parcel(s) of land herein referred to as the "easement area" are more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

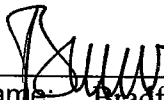
**TO HAVE AND TO HOLD** the same, unto the Grantee, its successors and permitted assigns, forever, for the uses and purposes aforesaid.


**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed on the day and year first above written.

**Grantor:**

**KAPOLEI INFRASTRUCTURE LLC**, a  
Hawaii limited liability company

By Aina Nui Corporation, a Hawaii  
corporation, its manager and sole member

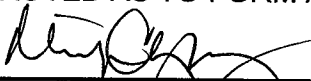
By   
Name: **Bradford J. Myers**  
Its: **President**

By   
Name: **Stephen H. Kelly**  
Its: **Vice President, Development**

**APPROVED AS TO CONTENTS**

  
Department of Environmental Services

**APPROVED AS TO FORM AND LEGALITY**

  
Deputy Corporation Counsel  
**MARILYN C. USHIJIMA**

**Grantee:**

**CITY AND COUNTY OF HONOLULU**

By \_\_\_\_\_  
Name: **KIRK CALDWELL**  
Its Mayor

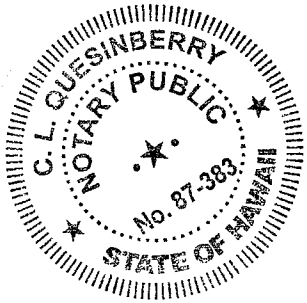
*[Faint, illegible text, likely a stamp or secondary signature area]*

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

)  
) ss.  
)

On this 5th day of JUNE, 2014, before me personally appeared BRADFORD J. MYERS and STEPHEN H. KELLY, to me personally known/proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.



*C.L. Quesinberry*

Name: C.L. QUESINBERRY  
Notary Public, State of Hawaii

My commission expires: JULY 12, 2015

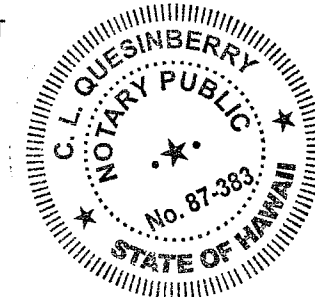
NOTARY CERTIFICATION STATEMENT

Document Identification or Description: **GRANT OF SEWER EASEMENT**  
Document Date: June 5, 2014  
No. of Pages: 6 (without exhibits)

Jurisdiction (in which notarial act is performed): First Circuit

*C.L. Quesinberry* JUNE 5, 2014  
Signature of Notary Date of Notarization and  
Certification Statement

C.L. QUESINBERRY  
Printed Name of Notary



(Kapolei Infrastructure LLC)



)

)

)

## EXHIBIT "A"

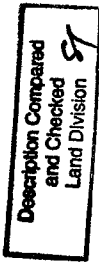
All of that certain parcel of land situate at Honouliuli, Ewa, Oahu, Hawaii, more particularly described as follows:

**EASEMENT 8262**, area 17,777 square feet, for sanitary sewer purposes, as shown on Map 1213, affecting Lots 8212-C-1 and 8212-C-2, as shown on Map 1505, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased;

**BEING** a portion of the land described in **Transfer Certificate of Title Nos. 1,059,775 and 1,059,776**, issued to Kapolei Infrastructure LLC, a Hawaii limited liability company.

**SUBJECT, HOWEVER**, to the following:

1. Grant of Easement dated December 21, 1967, in favor of GTE Hawaiian Telephone Company, Incorporated, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 438051.
2. Pre-Condemnation Right of Entry Agreement dated October 19, 1971, in favor of the State of Hawaii, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 565880, granting a right of entry to take possession of that certain Easement Area as shown on the Plans for the Energy Corridor, Section 1 (Project No. H.C. 1084) approved July 2, 1971, filed in the Harbors Division, Department of Transportation, State of Hawaii, for the purposes of inspection, survey, preparation for and construction of said Energy Corridor Project.
3. Right of Entry Agreement dated January 13, 1972, made by and between the State of Hawaii, by its Director of Transportation and Hawaiian Independent Refinery, Inc., recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 566790, assigning, on a nonexclusive basis, all interest in said Section 1 of the Energy Corridor Project, described in instrument recorded in said Office of the Assistant Registrar as Document No. 565880 and other agreements.
4. Easement "724", for energy corridor purposes, as shown on Map 229, as set forth by Land Court Order No. 37400, filed May 7, 1973.
5. Abutters' rights of access in favor of the State of Hawaii, as set forth in Final Order of Condemnation dated December 13, 1972, filed in the Circuit Court of the First Circuit, State of Hawaii, in Civil No. 17295, and also recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 615482.
6. Restriction of access rights, as shown on Map 229, as set forth by Land Court Order No. 37400, filed May 7, 1973.



7. Grant of Easement dated June 21, 1973, in favor of the State of Hawaii recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 649192, for an underground energy transmission system.

8. Amended Document Listing Conditions and Preconditions to Reclassification dated November 14, 1989, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 1684751.

9. Unilateral Agreement and Declaration for Conditional Zoning dated September 9, 1991, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 1849708, as amended by instrument dated September 12, 1991, recorded in said Office of the Assistant Registrar as Document No. 1850615.

10. Easement "3811" (15 feet wide) for access purposes, as shown on Map 653, as set forth by Land Court Order No. 113611, filed September 28, 1993.

11. Access rights over Easement "3811" in favor of Lot 8211, as set forth by Land Court Order No. 120791, filed June 6, 1995.

12. Amended and Restated Document Listing Conditions to Reclassification dated September 11, 1995, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2260754.

13. Document Listing Conditions of Order Modifying Conditions dated September 11, 1995, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2260756.

14. Grant of Easement dated May 5, 2010, in favor of Hawaiian Electric Company, Inc. and Hawaiian Telcom, Inc., recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3962276.

15. Restriction of vehicular access rights, as shown on Map 1505, as set forth by Land Court Order No. 183974, filed August 30, 2010.

End of Exhibit A